

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

<b>UNITED STATES OF AMERICA</b>	*	<b>CRIMINAL NO.</b>
<b>v.</b>	*	<b>SECTION:</b>
<b>JASON ADRIAN GUY</b>	*	
	* * *	

**FACTUAL BASIS**

Should this matter have gone to trial, the government would have proven, through the introduction of competent testimony and admissible, tangible exhibits, the following facts, beyond a reasonable doubt, to support the allegations in the Bill of Information now pending against the defendant:

The defendant, **JASON ADRIAN GUY** (“**GUY**”) has agreed to plead guilty as charged to the one-count Bill of Information charging him with violating Title 18, United States Code, Section 371 by conspiring to violate Title 18, United States Code, Sections 666(a)(1)(B) and (a)(2) as follows:

(1) by a person who was an agent of the State of Louisiana, by corruptly soliciting, demanding, accepting and agreeing to accept anything of value from any person, intending to be influenced and rewarded in connection with business, transaction and a series of transactions of the

State of Louisiana involving anything of value of \$5,000 or more, namely the highway construction project on Interstate 10 in Jefferson Parish, Louisiana, and the approving or recommending the approval of invoices for pipe cleaning work allegedly performed on that project; and

(2) by corruptly giving, offering, and agreeing to give anything of value to any person, with the intent to influence and reward an agent of the State of Louisiana in connection with business, transactions and a series of transactions of the State of Louisiana involving anything of value of \$5,000 or more, namely, the highway construction project on Interstate 10 in Jefferson Parish, Louisiana, referred to above, and the approving or recommending the approval of invoices for pipe cleaning work performed on that project;

all in violation of Title 18, United States Code, Section 371.

An agent from the Federal Bureau of Investigation ("FBI") would testify that the State of Louisiana received federal financial assistance and benefits in excess of \$10,000 during the one-year period preceding September 30, 2008 and that the Department of Transportation and Development (DOTD) is an agency of the State of Louisiana. A representative of Boh Brothers Construction Company ("Boh Brothers") would testify that Boh Brothers was the prime contractor on a \$72 million project for construction and improvement of Interstate 10 in Jefferson Parish, 90% of which was financed by the U.S. government ("The I-10 Project"). The contract was being overseen by the DOTD.

**GUY** was employed by Boh Brothers in a supervisory position in the paving department. In that position, he was acquainted with **ALBERT F. ANDRE, JR., AKA BUDDY ANDRE ("ANDRE")**, the general superintendent of the pipe department at Boh Brothers, and with **JEFFERY MARTIN BENTLEY AKA JEFF BENTLEY**, who was employed by the DOTD as the *de facto* project engineer of The I-10 Project. In late 2007 **GUY** received an invoice from

**LABICHE** Plumbing for alleged pipe cleaning on The I-10 Project. After **GUY** approved the invoice for payment, **BENTLEY** paid him \$5,000.

Thereafter, **GUY** approved two more invoices from **LABICHE** Plumbing for alleged pipe cleaning on The I-10 Project. Following his approval of each invoice, **BENTLEY** gave him \$2,000 on each occasion. **BENTLEY** had instructed **LABICHE** to bill Boh Brothers for alleged pipe cleaning on the I-10 Project and to direct his invoices to the attention of **GUY**. Since **GUY** was employed in the paving department, invoices for pipe cleaning would not have been routinely directed to him for approval for payment absent an express notation on the invoice that it was directed to his attention. In summary, the following are the invoices approved for payment by **GUY**:

DATE OF INVOICE	INVOICE AMOUNT
January 22, 2008	\$18,328.00
March 15, 2008	\$39,144.50
June 14, 2008	\$27,334.00

Because of **GUY**'s management position with Boh Brothers, his signature on the invoices was sufficient authorization for the Boh Brothers accounting department to pay the invoices. After the payment of each of the above invoices by Boh Brothers, **BENTLEY** paid, and **GUY** accepted, cash payments. In total, **GUY** accepted \$9,000 in cash from **BENTLEY** for facilitating the payment of the invoices submitted by **LABICHE** Plumbing to Boh Brothers for alleged pipe cleaning work on the I-10 Project. Before signing the invoices, **GUY** took no steps to determine if the work being billed for had, in fact, been performed by **LABICHE** Plumbing, other than questioning **BENTLEY** as to whether the work had been performed.

Two later invoices submitted by **LABICHE** Plumbing to Boh Brothers were not routed to **GUY** for approval. Because of questions raised during review of those two later invoices, Boh Brothers initiated an internal investigation and concluded that the pipe cleaning allegedly being billed for on the two later invoices had not, in fact, been completed.

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EILEEN GLEASON  
Assistant United States Attorney  
LA Bar Roll No. 11976

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Date

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MICHAEL H. ELLIS  
Attorney for Defendant, Jason Adrian Guy

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Date

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JASON ADRIAN GUY  
Defendant

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Date